



4 in 1 Property Services LLC



Client Agreement

This Client Agreement (the “Agreement”), by and between 4 in 1 Property Services LLC (“Company”) and Client, sometimes referred to herein collectively as the “Parties”, is made effective the moment that Client accepts Company’s proposal or estimate.

WHEREAS, the Company wishes for the Client to understand the Company’s expectations in exchange for the services the Company provides;

WHEREAS, The Company wishes to provide residential and/or commercial exterior Property Maintenance Services, to the Client in accordance with the terms of this Agreement.

WHEREAS, Client wishes for Company to perform the aforementioned services at Client’s property in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the consideration described below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. REPRESENTATION.

- a. Each party represents and warrants on behalf of itself that it has full power and authority to enter into this Service Agreement and that this Service Agreement is a legally binding obligation. The company may and will accept payment from an LLC or corporate entity, but the individual signing this service agreement shall be personally obligated to pay all amounts due under this services agreement, in addition to such entity. By using Company Services, the Client is agreeing to every provision of this Service Agreement whether or not the Client has read it. Clients' Service terms and conditions are part of this Service Agreement.

2. ACCEPTANCE OF TERMS.

- a. The Client understands that by accepting an estimate provided by the Company, the Client agrees to all of the terms and conditions contained in this Agreement. The client authorizes the Company to accomplish the job specified in the estimate. The client further agrees to hold the Company harmless for any property damage not caused by the Company’s negligence. The company is not responsible for damages during the on-site pre-work inspection, including but not limited to, damages to loose siding, paint, wood, trim, windows, oxidation, landscaping, or roofing.

3. AUTHORIZATIONS.

- a. Client shall allow Company, its employees, and representatives access to Client’s property to accomplish the requested cleaning services. The client further agrees to allow the Company to visit the property before the date of service for assessment and after the services were performed for a follow-up check. The aforementioned visits may be done with short or no notice.
- b. On the date of service, the Client agrees to allow the Company to use the residential/commercial water source via an outdoor spigot. In areas where well water is used or there is low water pressure, the Client agrees to provide advance notice of such conditions so the Company can prepare and bring an adequate amount of water for the cleaning service. In the event the Company is required to supplement the water supply, the Client understands that additional charges will be assessed to the Client as extra equipment is needed to transport water and feed the water from the tanks. These additional fees will vary depending on factors like location and the quantity of water needed.
- c. Company equipment is powered by the Company’s systems, so the Company will not connect to the Client’s home’s electrical supply. The company’s crew members will inspect the Client’s spigot to ensure that there is no damage to it and the area surrounding it. The client’s crew members will take before and after photographs documenting the condition of the spigot. The client agrees that the Company shall not be held liable for either previously damaged spigot issues or issues outside the Client’s home unrelated to cleaning services.
- d. The company cannot proceed with any washing or cleaning service if the Client has ongoing construction and/or home improvement projects. The client is hereby advised to schedule the Company’s services to be performed on dates when no construction or home improvement projects are being completed. A rescheduling fee of \$150.00 shall be charged to the Client if the Company arrives at the Client’s property for washing and/or cleanings and construction and/or home improvement projects are ongoing.

- e. During unavoidable circumstances, such as emergencies or inclement weather conditions, the Company shall perform the requested cleaning services on the next available business day. The client acknowledges that as much as the Company wants to accommodate a quick reschedule, the Company has other considerations to take into account such as working with other scheduled clients and weather situations.

4. PAYMENT TERMS.

- a. The company is a Prepaid Property Service Company.
- b. To secure a scheduled cleaning service, online estimate approval, and prepayment is required.
- c. The prepayment must be paid to keep the Client's scheduled slot in connection with approving the quote sent via signature.
- d. All invoices, work orders, service maintenance, and packages will be invoiced and paid by the Client before work is performed. Payments are nonrefundable.
- e. We Accept Credit cards, Checks, and Cash.
 - i. If paying by Credit.
 - 1. The Client is responsible for all credit card processing fees at the time of payment if the Client pays online by credit card. The amount will be shown on the invoice as the "Processing fee". This is added automatically by the credit card processor, and the fee goes directly to the credit card processor.
 - ii. If paying by Check. ***Please notify us when you will be sending a check.***
 - 1. Please make checks payable to 4 in 1 Property Services, and mail them to: P.O. Box 242 Mertztown P.A. 19539.
 - iii. If Paying by Cash. ***Please notify us that you would like to pay with cash.***
 - 1. The company will set up a time to pick up the cash payment and provide you with a receipt (sent to your e-mail) at the time of receiving the cash payment.
- f. Any invoice or scheduled payment past due will be subject to a late fee of 1.5% compounded monthly (18% per year) plus collection fees, attorney's fees, and any other costs accrued thereon.
- g. A service charge of thirty-five dollars (\$35.00) will be charged for any returned check.
- h. The company reserves the right not to service any accounts that are past due until the account is brought up to date.

5. RISKS AND RELEASES OF LIABILITY.

- a. The company has expert technicians who operate the equipment used in any cleaning service. The company always takes extra precautions not only to keep the Company's technicians safe but also to avoid causing any damage to the Client's property. The company understands the type of pressure that a surface needs when cleaning, like the use of low pressure on delicate surfaces. However, damage can be inevitable due to various reasons like poor maintenance, neglect, or low-grade building materials. The client is advised to implement routine maintenance on the home's surface and ensure a watertight seal to the home before the cleaning date to avoid damage. The company shall not be held liable for any damages due to improper maintenance, neglect, or low-grade building materials.
- b. On the date of the cleaning service, the Company will note any pre-existing damage to the area to be serviced using a checklist sheet that the Client will sign. In cases when the Client cannot sign, the Company will note the absence and take photos of the noted damages. The client or the homeowner should also sign the checklist sheet as proof that they have been informed of any damage. If the Client is not present, the Company's employee in charge of the service will notify the Client of the noted damages with supporting documents. If the Company finds any new damage, the services will stop until the Client can see the damage and acknowledge its existence.
- c. The company has a set of procedures to protect plant life in the area. The client understands that cleaning or washing is scheduled during the midday sun, and there is a possibility of leaf burn, as water can get around the plant during the cleaning procedures. The Company will evaluate any issues with plant life within the area of washing to determine the plan of action. It is the Client's responsibility to know what plants on the property are suffering from leaf burn or are wilted upon arrival. The company is not liable for any damages to plants or landscapes that were burned, as the Company takes high precautions in treating the landscape with proper care.

6. HOUSE WASH ACKNOWLEDGMENT.

- a. The client must have a water spigot available, or arrangements should have been made with the Company for water that will be brought to the site, subject to additional fees, as outlined in Section 4(b) of this Agreement. The client is hereby advised that the Company's service equipment needs a direct connection to a water line and not to a water faucet.
- b. The client understands that any existing oxidation, flaws, and blemishes will be more visible after cleaning. Vinyl siding that lacks maintenance and is exposed to the sun is susceptible to oxidation. Oxidation can cause a chalky, white powder on the surface, thus eliminating the clear luster. The effects of oxidation can be noticeable only after cleaning, as it can be covered with dirt and debris. This should not be pointed out

as the Company's fault after cleaning, as it is always discussed during pre-inspection and the cleaning process unless it is due to the company's negligence.

- c. The client should shut off all electric outlets and fixtures outside before the arrival of the Company's team as a precaution.
- d. In the case of "site unseen estimates" where the Company uses only photos provided by the Client, Eagle View software, Google Maps, or other locally listed information, the Company cannot take note of any flaws in exterior surfaces. However, the Company will do its best to point out any flaws in exterior surfaces on the date of cleaning.
- e. The client understands that the Company uses a cleaning solution that is specifically formulated for their cleaning services. It is proven not to cause any discoloration or damage to home siding. The client should not be alarmed if the Client notices the faint rusty color on the Client's siding. These are called weep holes to allow ventilation and allow condensation to drain out. However, these can be little homes for bugs. Debris and dirt can also accumulate in these holes. After washing, as it goes through the drying process, leftover water or bug juices are drained from these holes. These can be bug feces, mold, and debris. These will come off with the rain, morning dew, or garden hose. These are not stains and are not permanent. If the weep holes drip heavily, the Company agrees to do a visual inspection and if needed a second full rinse at a discounted rate.
- f. The client understands that during house wash service, the Client will also receive basic window cleaning. This is different from the window cleaning done with a purified water pole system. The basic cleaning will remove dirt and debris from windows but can leave water spots. The company suggests removing window screens for a more effective wash but does not guarantee water spots or "hazing" will not occur.
- g. For thorough cleaning, the Client is suggested to use the Company's more advanced window cleaning services. This uses filtered water to be sure that nothing in the water can leave streaks and water spots. The client understands that the window screen needs to be removed before washing. Window screens can be brittle and delicate, which is why the Company will not remove them unless a consent form is signed by the Client. The company will not be liable for worn and brittle screens.

7. ROOF TREATMENT ACKNOWLEDGMENT.

- a. The client must have a water spigot available, or arrangements should have been made with the Company for water that will be brought to the site, subject to additional fees, as outlined in Section 4 of this Agreement. The client is hereby advised that the Company's service equipment needs a direct connection to a water line and not to a water faucet.
- b. The client understands that the Company uses a cleaning solution that is guaranteed to kill damaging growths like algae, moss, or lichen. Roofs react differently to the solution, meaning the result may vary. There are times when it takes more time to completely remove the dead growths. The materials and the age of the roof, the location, and the amount of build-up can affect the length of time to see the results. The company does not pull growth with force, as it can cause damage. However, if the Client insists on the Company doing so, the Client should sign a waiver stating that the Company is not liable for any damage that it may cause and that the Client understands that doing so could void the warranty with the roof manufacturer.
- c. The client understands that roofs naturally suffer granular loss over time. Algae, moss, and lichen can cause more significant granular loss. Also, after a roof cleaning, areas affected by granular loss are more visible since no organic matter is covering them.

8. TOUCH-UPS ON ROOFS.

- a. Touch-ups on roofs may be needed after washing. There is a possibility that washing may leave light brown areas after treatment and washing. These are just dead algae or black streaks before treatment. In these cases, the Client must understand that the Client needs to wait for dead algae to come off with the help of natural elements like rain and sun exposure. These traces will fade after 6 to 8 weeks or longer, especially on shingles. If the traces do not fade after 6 to 8 weeks, the Client can contact the Company so the parties can assess and decide what to do next. The period can also determine if the reapplication of the solution is needed.

9. CLIENT'S OBLIGATIONS ON DATE OF SERVICE.

- a. The client hereby agrees to ensure that the following preparations take place before the Company's arrival on the date of service:
- b. Doors and windows should be shut tightly.
- c. Please have all pet droppings removed from areas immediately around the home.
- d. Shut off all outside electrical outlets and fixtures at the breaker on the scheduled date even before the team arrives.
- e. Remove window screens for better washing and rinsing.
- f. Keep pets and kids indoors before and during cleaning.
- g. Clear the area to be serviced and remove sensitive materials like rags, doormats, outdoor furniture, and

- your vehicles from the areas being washed.
- h. The client should refrain from using other water outlets in the residence to maintain the pressure or volume that is needed for cleaning.
 - i. Having an accessible and activated water spigot, or other arrangements should have been made with the Company for water that will be brought to the site, subject to additional fees, as outlined in Section 4(b) of this Agreement. The client is hereby advised that the Company's service equipment needs a direct connection to a water line and not to a water faucet. For maximum pressure, the Company should connect to a direct line and not to the faucet. The company needs a steady pressure of 40 PSI.
 - j. The company has a set of procedures to cover electrical outlets. However, it is more applicable for the client to shut off the electrical supply of all exterior outlets. As the Company will clean windows, the Client should be the one to remove window screens, as they can be brittle and fragile.

10. EXCLUSIONS & LIMITATIONS.

- a. A fee will be assessed if the client still needs to get a stable water source ready when the technicians have already arrived. The water pressure should always be consistent at 40 PSI. This cannot be maintained if there is water failure which will then affect the cleaning process. An example of water failure is when the filtration system fails or the well pump stops and the Company is not the one at fault. If the water source can be a problem, the Client must have other options or must make some arrangements with the Company for the Company to bring water to the site, which requires additional fees, as outlined in Section 4(b) of this Agreement.
- b. A fee of \$150.00 will be assessed if the Company returns to the site to review a noted issue or complaint by the Client and the Company finds that the issue was not caused by the Company's negligence. An example is when a house cleaning is accomplished in the morning and Company receives a call from a client in the evening saying that the remaining debris is left in the siding. An assigned crew performs a review and fills a checklist sheet first. When it was determined that a lawn care service was performed in the afternoon and that the debris left on the siding was made after the Company had completed the wash, the Company would not be considered at fault and the \$150.00 fee would be assessed.
- c. The company will not be held responsible for water leaks and intrusion. As much as the Company makes every effort, there are times when it is inevitable due to inadequate seals on windows and doors or cracks in walls and foundations.
- d. The client understands that the Company should be notified in advance in writing if particular surfaces in the area or its surroundings are sensitive to the Company's cleaning solution. If not, the Company is not responsible for any ill-effects that it may cause on any surface.
- e. The client understands that the Company is not responsible for the following:
 - i. Wasp Nests and Bird Nests that are unreachable
 - ii. Cleaning in the form of a "stripping" service
 - iii. Oxidation removal from gutters, vinyl, and metal. (tiger stripes)
 - iv. Storm Windows and Leakage
 - v. Uncovered Outlets and old Outlets that have dry rotted and become unsealed.
 - vi. Furniture Removal & Reinstall
 - vii. Runoff Cleaning (chemicals clean the areas being agreed to clean, areas below the treated areas may show some signs of cleaning.)
 - viii. Weep Holes and dirt buildup from behind a weep hole causing runs.
 - ix. Vine Remnant and Removal
 - x. Artillery Fungus
 - xi. Paint Splatters - we cannot remove these.
 - xii. Tree Sap
 - xiii. Wood Stripping or Client request to put high pressure on wood (We will not destroy wood for the sake of "cleaning it.")
 - xiv. Open windows
 - xv. Well Water Problems
 - xvi. Window Spotting as a Result of the House Washing Process.
 - xvii. Paint Runs & Fading - It is the Client's responsibility to understand the type of paint on the home. Some types of paint are notorious for runs and fading with standard house wash procedures, and the Company is not liable for paint runs or fading with these types of paint or any organic paint runs or fading.
 - xviii. Faulty electrical outlet covers allow water to seep in and enter the outlet, causing fires or the breaker to throw.
 - xix. The company is not responsible for the rare fogging issue with multi-pane windows with bad seals.
- f. This Agreement does not guarantee that all stains will be 100% removed. The company strives to make

the expectations clear, and the Company will not use pressure as a means of removing a blight if the damage ensues.

- g. The company is not responsible for any ill effects to any substrates that were not pre-discussed beforehand with an email in our inbox. If the Company has not been notified in advance in writing that something cannot have detergent upon it, the Company is not responsible for it.
- h. The company is not responsible for any water intrusion. The company will do its best to mitigate any water intrusion, but the Client acknowledges that bad seals around windows, doors, and concrete can make this unavoidable.

11. CONTENT USE & RELEASE.

- a. The client agrees to give the Company permission to use photos, videos, reviews, or descriptions of the property for advertising. These will be used without any compensation to the Client. The client agrees not to initiate any civil action against the Company about the use of the above media. The company will not reveal personal and/or sensitive information like names and/or addresses. Upon the Client's approval, the Company is allowed to display a sign for marketing on the property for no more than seven days. If the Client damages the signage, the Client will be charged the retail cost of the sign.

12. COMPANY'S DAMAGES LIABILITY.

- a. The company is liable for any damage to properties that is a direct result of the company's negligence like operator errors and willful misconduct. Damages must be reported to the company not more than two days after the completion of the cleaning service, otherwise, those damages are waived. Property damage reported within this period will be investigated and remediated if the damage is determined to be caused by the Company.

13. SEVERABILITY.

- a. If any provision of this Agreement or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.

14. ATTORNEYS' FEES AND COSTS.

- a. If at any point either Party breaches the commitments contained within this Agreement, the non-breaching Party is entitled to recover all of its reasonable attorneys' fees and all other reasonable costs incurred in the preparation and service of any notice or demand hereunder, whether or not legal action is subsequently commenced.

15. NO WAIVER OF BREACH.

- a. The failure to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent a Party thereafter from enforcing the provision or any other provision of this Agreement. The rights granted to the Parties are cumulative, and the election of one shall not constitute a waiver of such Party's right to assert all other legal and equitable remedies available under the circumstances.

16. CHOICE OF LAW.

- a. The validity and construction of this Agreement shall be determined under Pennsylvania law, without regard to its internal conflicts of laws and rules.

17. AMENDMENTS TO THE AGREEMENT.

- a. This Agreement shall not be altered, amended, or modified by the oral representation made before or after the execution of this Agreement. All amendments or changes of any kind must be in writing, and executed by all Parties.

18. FORUM SELECTION; JURISDICTION; VENUE.

- a. For purposes of any action or proceeding arising out of this Agreement, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in Oley, Pennsylvania. Further, Parties waive and agree not to assert in any such action, suit, or proceeding that they are not personally subject to the jurisdiction of such courts, that the action, suit, or proceeding is brought in an inconvenient forum, or that the venue of the action, suit, or proceeding is improper.

19. ESTIMATE:

- a. Expires after 7 days unless the Online Approval is submitted.